

## AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**HAZEL HEALTH, INC. AND  
SCHOOL BASED URGENT CARE NETWORK D/B/A HAZEL HEALTH SERVICES  
D/B/A HAZEL HEALTH SERVICES**  
(hereinafter referred to as "Hazel"),  
whose principal place of business is  
604 Mission Street, Suite 800, San Francisco, CA 94105

WHEREAS, Hazel engages physicians and other licensed health care practitioners, such as nurse practitioners duly licensed in various states, including the state of Florida, who are qualified and experienced in providing telehealth based primary care services; and

WHEREAS, SBBC wishes to engage Hazel and believes an Agreement with Hazel will increase the quality healthcare access for its students, as well as reduce truancy related illness, increase retention and improve overall academic performance of its students.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on June 30, 2021.

2.02 **Independent Medical Judgment.** Hazel through its contracted Physician or Professionals shall use their independent medical and professional judgment when performing

professional telehealth services. Hazel shall neither have nor exercise any control over the professional judgment and medical decision-making of the Physicians or Professionals.

2.03 **Telehealth Equipment, Technology and Support.** Hazel shall provide the equipment, technology and support as set forth in this agreement for each of the SBBC selected district schools to conduct an onsite telehealth visit: (a) Apple iPad with stand, (b) Apple iPod Touch, (c) Wireless Printer with toner and printer, (d) medication cart stocked with gloves, wipes, over-the-counter medications and the following peripherals: thermometer, height/weight scale, blood pressure monitor, and pulse oximeter. Hazel will replenish the stock of supplies and will provide any support necessary to ensure full functionality of the equipment and software. SBBC shall provide the technology and support as set below. The selected sites must have consistent Wi-Fi access of 1.5 Mbps download 500 Kbps upload. SBBC agrees to provide a regular data feed to Hazel with demographic and relevant data necessary to provide the highest quality care. SBBC will also provide printing capabilities, as needed if wireless printing is unavailable, with the requisite supplies, including but not limited to printer, toner and printing paper. District schools may be selected based on data collected from Chronic Absenteeism & Chronic Health conditions. District school principal shall have final decision of Hazel Telehealth Services participation at their school. Notwithstanding any provision in this Agreement, if there are no district school principals willing to participate in Hazel Tele-health Services, SBBC has no obligations under this Agreement.

2.04 **Telepresenter/Initiator.** SBBC shall make an onsite individual available to Hazel for purposes of serving as a telepresenter/initiator who will assist with certain administrative and basic clinic functions under the direction and supervision of Hazel's contracted Physician or Provider as required by applicable state law. The duties of Initiators include, but are not limited to, (a) verifying that the student's parents/guardians have consented to treatment by Provider and (b) launching the application to start the visit.

2.05 **SBBC's Representations.** SBBC represents as follows, and shall notify Hazel immediately upon becoming aware any of the representations below is no longer correct

(a) SBBC is a public school district accredited and in good standing under the laws of the State of Florida, and has the authority to enter into this Agreement;

(b) SBBC is not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing its obligations under, this Agreement;

(c) Neither SBBC nor any of its employees, officers or agents: (i) are "sanctioned persons" under any federal or state program or law; (ii) have been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services; (iii) have been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (iv) have been listed on the U.S. Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) have been convicted of a criminal offense related to health care



2.06 **Compliance; No Referrals Required.** Each party agrees to comply with all applicable laws and regulations in performing its obligations hereunder, including but not limited to the federal and state anti-kickback and self-referral laws and regulations, at all times during the term of this Agreement. Although Hazel is obligated to provide the Services to SBBC specified in this Agreement, no party is required to refer patients to, or otherwise generate business for, the other party. The parties intend this Agreement to comply with 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law) and any other federal or state law provision governing health care fraud and abuse, if applicable. The Compensation herein has been determined through good faith and arm's length bargaining to be commercially reasonable and consistent with the fair market value of the Services. The Compensation does not include any discount, rebate, or kickback, nor is it intended to be an inducement or payment for referral of patients from one party to another. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payers. The parties acknowledge that none of the benefits hereunder are conditioned on any requirement that one party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that Hazel and its contracted Physician or Professionals are not restricted and can render services for another school district of their own choosing, nor do the services under this Agreement include, directly or indirectly, marketing services by either party. There is no agreement, express or implied, between SBBC and Hazel regarding the referral of patients and business among them.

2.07 **Services.** For each consultation, the Hazel contracted Physician or Professional shall:

(a) Direct/supervise Initiator in performing initial clinical tasks.  
(b) Conduct a healthcare consult to assess the patient's clinical needs.  
(c) Based upon the healthcare consult, should the Hazel Physician or Professional determine the patient's condition constitutes an emergent matter, refer the patient or directly contact the appropriate emergency service Physician or Professionals (e.g., 911).

(d) Only patients who have completed the necessary steps to create a valid Physician or Professional-patient relationship via telehealth will receive consultations by Hazel contracted Physician or Professionals, including the following steps:

- 1) Agreeing to an informed consent form, terms of use, and release of information and privacy policies
- 2) Completing a comprehensive clinical history disclosure via the online platform
- 3) Documenting a patient assessment.

2.08 **Billing and Compensation.**

(a) Hazel shall not bill SBBC for any Services performed under this Agreement. Hazel retains the right to bill third parties, including Florida Medicaid, for any Services performed under this Agreement. Hazel will, when appropriate, collect any co-pays or coinsurance from its patients for Services provided, as indicated by parents/guardian permission to bill obtained on the consent form. Hazel shall provide the appropriate mechanisms to third party users for remittance of payment.

(b) For patients who do not carry insurance coverage, there will be a section on the consent form in which parents/guardians can specify the patient does not have insurance to qualify for the financial assistance program to cover healthcare costs compliant with applicable laws.

(c) Hazel shall be solely liable for all expenses associated with the Services to be performed under this Agreement.

2.09 **Miscellaneous.** Hazel through its contracted Physicians and Professionals may provide Services for students physically located at SBBC or off premises. Hazel will also provide Services for all students regardless of immigration status or insurance status.

2.10 **SBBC Disclosure of Education Records (without consent).**

(a) Purpose: For contacting the parents to gather program consent for telehealth services, and populate the Hazel database with the education records listed in this section, pertaining to all students in schools served. SBBC will provide the data via Secure File Transfer Protocol (SFTP).

(b) SBBC will provide Hazel with the following education records for purposes listed in this section:

- 1) Student Identification Number
- 2) Student Last Name
- 3) Student First Name
- 4) Student Gender
- 5) School Number
- 6) School Name
- 7) Student Grade Level
- 8) Student Address
- 9) Parent Last Name
- 10) Parent First Name
- 11) Parent Home Phone
- 12) Parent Work Phone
- 13) Parent Mobile Phone
- 14) Parent Email

(c) Hazel is considered a "school official" with a legitimate educational interest to receive SBBC student education records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) Additional uses and disclosures may be made as listed in Hazel's Notice of Privacy Practices (see **Exhibit 1**).



2.11 **SBBC Disclosure of Education Records (with consent).**

(a) Purpose: To provide treatment to students via telehealth services, including in school clinics and at students' homes.

(b) SBBC will provide Hazel with the following education records for the purpose listed in this section:

- 1) All information included on the School Health Center Permission Form (see **Exhibit 2**), including contact information, allergies, medications, health conditions and concerns, primary care doctor and medical insurance information.
- 2) SBBC staff may also assist in providing Hazel with information they need to complete a comprehensive clinical history, as well as a patient assessment, via the online platform. Whether this information is provided by SBBC staff, students or parents, Hazel must safeguard it pursuant to the requirements listed in sec. 2.12.

(c) Written consent is required from each student's parent/guardian or student age 18 or over prior to disclosing the education records listed in this section:

- 1) Parents provide consent online through Hazel's website: [my.hazel.co/broward](http://my.hazel.co/broward), or
- 2) Parents complete the consent form and submits to school; then school submits the consent form to Hazel
- 3) SBBC will have access to all consent forms via Hazel's database. SBBC staff must verify parent consent prior to initiating telehealth visit with Hazel.
- 4) Parents may rescind their consent at any time by completing a new consent form and indicating they are removing their permission.

(d) Additional uses and disclosures may be made as listed in Hazel's Notice of Privacy Practices (see **Exhibit 1**).

2.12 **Hazel Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Hazel shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable



Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Hazel shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.13 **HIPAA Compliance.** Hazel acknowledges that the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) (HIPAA and HITECH Act are collectively referred to herein as “HIPAA”) protect the privacy of protected health information (“PHI”) and may be applicable to student records in certain circumstances; and shall enter into SBBC’s HIPAA Business Associate Agreement (“BAA”) attached as **Exhibit 3**. PHI may be used and disclosed only in compliance with HIPAA.

2.14 **Inspection of Hazel’s Records by SBBC.** Hazel shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Hazel’s applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of Hazel directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC’s agent or authorized representative shall have access to Hazels records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Hazel pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC’s agent or its authorized representative shall provide *Hazel* reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Hazels facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by Hazel to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any Hazels claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Hazel in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Hazel. If the audit discloses billings or charges to which Hazel is not contractually entitled, Hazel shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, Hazel shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Hazel to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Hazel pursuant to this Agreement and such excluded costs shall become the liability of Hazel.

(g) Inspector General Audits. Hazel shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.15 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Marcia Bynoe, Director  
The School Board of Broward County, Florida  
1400 NW 14 Court  
Fort Lauderdale, FL 33311



To Hazel:

Josh Golomb President & CEO  
Hazel Health Services, Inc. and  
School Based Urgent Care Network Inc. d/b/a  
Hazel Health Services  
604 Mission Street; Suite 800  
San Francisco, CA 94105

2.16 **Background Screening.** Hazel shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Hazel or its personnel providing any services under the conditions described in the previous sentence. Hazel shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Hazel and its personnel. The parties agree that the failure of Hazel to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Hazel agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Hazel's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.17 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Hazel shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Hazel shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Hazel shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Hazel does not transfer the public records to SBBC. Upon completion of the Agreement, Hazel shall transfer, at no cost, to SBBC all public records in possession of Hazel or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Hazel transfers all public records to SBBC upon completion of the Agreement, Hazel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Hazel keeps and maintains public records upon completion of the Agreement, Hazel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS**

**DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.18 **Insurance Requirements.** Hazel shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** Hazel shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Hazel shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Cyber Liability.** Coverage will be afforded in an amount not less than One Million Dollars (\$1,000,000) per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

(d) **Workers' Compensation.** Hazel shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by Hazel to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Hazel to remedy any deficiencies. Hazel must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:



- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** Hazel is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.19 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC.** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By Hazel.** Hazel agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Hazel, its agents, servants or employees; the equipment of Hazel, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Hazel or the negligence of Hazel's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Hazel, SBBC or otherwise.

2.20 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.21 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.22 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.23 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Agreement without Exhibits; then
- b) Exhibit 3; then
- c) Exhibit 2; then
- d) Exhibit 1.

2.24 **Incorporation by Reference.** Exhibits 1, 2, and 3 attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall



represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the

United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be



deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

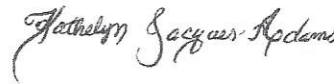
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: Hazel Health, Inc. and School Based Urgent  
Care Network d/b/a Hazel Health Services  
Date: 2020.07.01 14:49:24 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**FOR HAZEL:**

(Corporate Seal)

ATTEST:

Hazel Health, Inc.

By

*[Handwritten Signature]*

Josh Golomb, President and CEO

\_\_\_\_\_, Secretary

-or-

*[Handwritten Signature]*  
Witness

*[Handwritten Signature]*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF California

COUNTY OF San Mateo

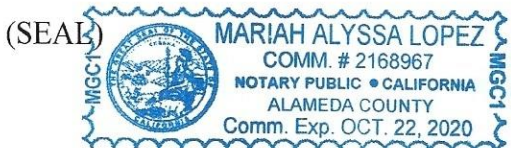
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this June 30, 2020 (date) by Manah Alyssa Lopez Notary Public (name of officer or agent, title of officer or agent) of Hazel<sup>ML</sup> The UPS Store (name of corporation acknowledging), a California (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me (underline) or has produced drivers license (type of identification) as identification and who  did /  did not first take an oath this 30<sup>th</sup> day of June, 2020.

My Commission Expires: 10/22/2020

*[Handwritten Signature]*  
Signature - Notary Public

Manah Alyssa Lopez  
Printed Name of Notary

2168967  
Notary's Commission No.



**FOR HAZEL CON'T:**

(Corporate Seal)

School Based Urgent Care Network d/b/a  
Hazel Health Services

ATTEST:

By   
Dr. Rob Darzynkiewicz

\_\_\_\_\_, Secretary

-or-  
  
Witness

  
Witness


**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF California

COUNTY OF Nevada

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6/29/2020 (date) by Esteban Salcido, Notary Public (name of officer or agent, title of officer or agent) of The office BOSS (name of corporation acknowledging), a California (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me (underline) or has produced Drivers license (type of identification) as identification and who  did /  did not first take an oath this 29<sup>th</sup> day of June, 2020.

My Commission Expires: Nov. 22, 2023



Signature - Notary Public

Esteban Salcido

Printed Name of Notary

2313286

Notary's Commission No.

(SEAL) **SEE ATTACHED FOR NOTARIAL WORDING & SEAL**



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

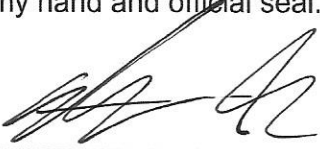
State of California  
County of Nevada

On June 29<sup>th</sup> 2020 before me, Esteban Salcido, Notary Public  
(insert name and title of the officer)

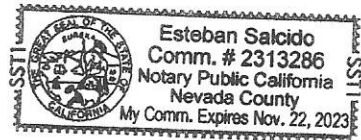
personally appeared Robert John Darzynkiewicz,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



# Notice of Privacy Practices - Hazel Health Services Affiliated Covered Entity

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices (the "Notice") describes how Hazel Health, Inc. and School Based Urgent Care Network Inc. d/b/a Hazel Health Services and the members of its Affiliated Covered Entity (collectively "we" or "our") may use and disclose your protected health information to carry out treatment, payment or business operations and for other purposes that are permitted or required by law. An Affiliated Covered Entity is a group of health care providers under common ownership or control that designates itself as a single entity for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). The members of the Hazel Health Services Affiliated Covered Entity will share protected health information with each other for the treatment, payment, and health care operations of the Hazel Health Services Affiliated Covered Entity and as permitted by HIPAA and this Notice of Privacy Practices. For a complete list of the members of the Hazel Health Services Affiliated Covered Entity, please contact the Hazel Health Services Privacy Office.

"Protected health information" or "PHI" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical health or condition, treatment or payment for health care services. This Notice also describes your rights to access and control your protected health information.

## USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION:

Your protected health information may be used and disclosed by our health care providers, our staff, and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to support our business operations, to obtain payment for your care, and any other use authorized or required by law.

### TREATMENT:

We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, your protected health information may be provided to a health care provider to whom you have been referred to ensure the necessary information is accessible to diagnose or treat you.

### PAYMENT:

Your protected health information may be used to bill or obtain payment for your health care services. This may include certain activities that your health insurance plan may undertake before it approves or pays for your services, such as: making a determination of eligibility or coverage for insurance benefits and reviewing services provided to you for medical necessity.

### HEALTH CARE OPERATIONS:

We may use or disclose, as needed, your protected health information in order to support the business activities of this office. These activities include, but are not limited to, improving quality of care, providing information about treatment alternatives or other health-related benefits and services, development or maintaining and supporting computer systems, legal services, and conducting audits and compliance programs, including fraud, waste and abuse investigations.

## USES AND DISCLOSURES THAT DO NOT REQUIRE YOUR AUTHORIZATION

We may use or disclose your protected health information in the following situations without your authorization. These situations include the following uses and disclosures: as required by law; for public health purposes; for health care oversight purposes; for abuse or neglect reporting; pursuant to Food and Drug Administration requirements; in connection with legal proceedings; for law enforcement purposes; to coroners, funeral directors and organ donation agencies; for certain research purposes; for certain criminal activities; for certain military activity and national security purposes; for workers' compensation reporting; relating to certain inmate reporting; and other required uses and disclosures. Under the law, we must make certain disclosures to you upon your request, and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA). State laws may further restrict these disclosures.



**USES AND DISCLOSURES THAT REQUIRE YOUR AUTHORIZATION:**

Other permitted and required uses and disclosures will be made only with your consent, authorization or opportunity to object unless permitted or required by law. Without your authorization, we are expressly prohibited from using or disclosing your protected health information for marketing purposes. We may not sell your protected health information without your authorization. Your protected health information will not be used for fundraising. If you provide us with an authorization for certain uses and disclosures of your information, you may revoke such authorization, at any time, in writing, except to the extent that we have taken an action in reliance on the use or disclosure indicated in the authorization.

**YOUR RIGHTS WITH RESPECT TO YOUR PROTECTED HEALTH INFORMATION:**

You have the right to inspect and copy your protected health information.

You may request access to or an amendment of your protected health information.

You have the right to request a restriction on the use or disclosure of your protected health/personal information. Your request must be in writing and state the specific restriction requested and to whom you want the restriction to apply. We are not required to agree to a restriction that you may request, except if the requested restriction is on a disclosure to a health plan for a payment or health care operations purpose regarding a service that has been paid in full out-of-pocket.

You have the right to request to receive confidential communications from us by alternative means or at an alternate location. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.

You have the right to request an amendment of your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to our statement and we will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures of your protected health information that we have made, paper or electronic, except for certain disclosures which were pursuant to an authorization, for purposes of treatment, payment, healthcare operations (unless the information is maintained in an electronic health record); or for certain other purposes.

You have the right to obtain a paper copy of this Notice, upon request, even if you have previously requested its receipt electronically by e-mail.

**BREACH OF HEALTH INFORMATION:**

We will notify you if a reportable breach of your unsecured protected health information is discovered. Notification will be made to you no later than 60 days from the breach discovery and will include a brief description of how the breach occurred, the protected health information involved and contact information for you to ask questions.

**COMPLAINTS:**

Complaints about this Notice or how we handle your protected health information should be directed to our HIPAA Privacy Officer. If you are not satisfied with the manner in which a complaint is handled you may submit a formal complaint to the Department of Health and Human Services, Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/). We will not retaliate against you for filing a complaint.

We must follow the duties and privacy practices described in this Notice. We will maintain the privacy of your protected health information and to notify affected individuals following a breach of unsecured protected health information. If you have any questions about this Notice, please contact us at (415) 424-4266 and ask to speak with our HIPAA Privacy Officer or e-mail at [privacy@hazel.co](mailto:privacy@hazel.co).



# School Health Center Permission Form



Our school has a new health service available for all students, provided through Hazel Health, Inc. and School Based Urgent Care Network Inc. d/b/a Hazel Health Services ("Hazel Health Services"). When your child feels sick at school, they can be seen by a doctor over video, without leaving school. By completing this form, your child can access this service.

You can complete this form online at: [my.hazel.co/broward](http://my.hazel.co/broward)

	Month	Day	Year
Child's First Name	Child's Last Name	/	/
Child's Birthdate	(   )	(   )	(   )
Parent / Guardian #1 Name	Mobile Phone	Home Phone	
Parent / Guardian #2 Name	Mobile Phone	Home Phone	

**Is your child allergic to any medications?**

YES  NO Please List: \_\_\_\_\_

**Is your child currently taking any medications?**

YES  NO Please List: \_\_\_\_\_

**If recommended by a licensed medical provider, can the following medications (age/weight appropriate) be administered to your child at school? Mark YES or NO:**

- |  |   |
|--|---|
| <p>YES    NO</p> <p><input type="checkbox"/> <input type="checkbox"/> Tylenol™ / Acetaminophen (pain, fever)</p> <p><input type="checkbox"/> <input type="checkbox"/> Advil™ / Motrin™ / Ibuprofen (pain, fever)</p> <p><input type="checkbox"/> <input type="checkbox"/> Children's Pepto™ / Calcium Carbonate (upset stomach)</p> <p><input type="checkbox"/> <input type="checkbox"/> Liquid Pepto-Bismol™ / Bismuth Subsalicylate (nausea, indigestion, upset stomach)</p> <p><input type="checkbox"/> <input type="checkbox"/> Liquid Antacid / Aluminum Hydroxide / Magnesium Hydroxide, Simethicone (upset stomach)</p> <p><input type="checkbox"/> <input type="checkbox"/> Throat Lozenge / Benzocaine / Menthol (cough, sore throat)</p> | <p>YES    NO</p> <p><input type="checkbox"/> <input type="checkbox"/> Cough Syrup / Dextromethorphan / Guaifenesin (cough)</p> <p><input type="checkbox"/> <input type="checkbox"/> Honey (cough)</p> <p><input type="checkbox"/> <input type="checkbox"/> Sudafed™ / Phenylephrine (congestion)</p> <p><input type="checkbox"/> <input type="checkbox"/> Hydrocortisone Cream (inflammation, itch)</p> <p><input type="checkbox"/> <input type="checkbox"/> Benadryl™ / Diphenhydramine (allergic reaction)</p> <p><input type="checkbox"/> <input type="checkbox"/> Zyrtec™ / Cetirizine (allergies, allergic reaction)</p> <p><input type="checkbox"/> <input type="checkbox"/> Zaditor™ / Ketotifen (allergy eye drops)</p> <p><input type="checkbox"/> <input type="checkbox"/> Antibiotic Ointment / Bacitracin / Neomycin / Polymyxin B (cuts, infections)</p> |
|--|---|

**I have read the Hazel Health Services Authorization and Privacy Policy and: (Please check one box below)**

- I **give** permission for my child to receive services from Hazel Health Services.
- I **DO NOT give** permission for my child to receive services from Hazel Health Services.

\_\_\_\_\_  
Parent / Guardian Signature (Required)

\_\_\_\_\_  
Date



Month / Day / Year

Child's First Name

Child's Last Name

Child's Birthdate

Has your child ever had any of the following health conditions or health concerns?

Mark YES or NO: [X]

YES NO

[ ] [ ] Allergies, other than medications (food, seasonal) List Allergies:

[ ] [ ] Asthma Date of Last Attack:

[ ] [ ] Lung Problems List Lung Problems:

[ ] [ ] Diabetes

[ ] [ ] Heart Problems Circle Problems: High Blood Pressure / Aortic Arch Obstruction Other:

[ ] [ ] Acid Reflux (Heartburn)

[ ] [ ] Infections Circle Infections: Ears / Bladder / Throat Other:

[ ] [ ] Seizures Date of Last Seizure:

[ ] [ ] Anxiety

[ ] [ ] Depression

[ ] [ ] ADD / ADHD (Attention Deficit Hyperactivity Disorder)

[ ] [ ] Surgery Circle Surgeries: Appendix / Gallbladder / Tonsils / Ear Tubes Other:

[ ] [ ] Eczema

[ ] [ ] Other Please Describe:

Does your child have a primary care doctor?

[ ] YES [ ] NO

Child's Doctor Phone Fax

Does your child have medical insurance?

[ ] YES [ ] NO

Insurance Provider / Plan Name Member Id Number Group Number (if applicable)

Policy Holder (if applicable) Policy Holder Birthdate Relationship to Student

## Hazel Health Services School Health Center Authorization

Understanding that my child may need healthcare treatment or healthcare screenings during school hours at the school or after hours outside the school, I hereby authorize Hazel Health Services, and the School by and through the Hazel Health Services telehealth service, to administer such first aid or other medical examination and treatment as shall be deemed best under the circumstances, and I consent for my child to receive such treatment. I understand that Hazel Health Services may not always be available due to capacity or other reasons. I represent and warrant that I am an authorized legal representative of the child. I understand that the School will attempt to notify an authorized legal representative of the child in the event of an emergency requiring immediate medical care for my child and if the School is unable to notify an authorized legal representative of the child, it will have my child treated by a duly qualified medical practitioner. I authorize Hazel Health Services to contact and leave a voicemail and/or a text message, leaving protected health or personally identifiable information, such as a diagnosis, of me or my child, on the supplied phone number and contact phone numbers from the School. I also understand that the transmission of personal health and/or personally identifiable information may not be secure and may be illegally accessed by a third party. Any medical information provided to the School may be shared with Hazel Health and Hazel Health Services.

1. **PURPOSE.** The purpose of this form is to obtain your consent for your child to participate in a telehealth consultation. This consent will authorize medical information about the child, including personally-identifiable medical information, to be disclosed to your school District, Hazel Health and Hazel Health Services and medical professionals, administrative staff, and employees of Hazel Health and Hazel Health Services for the purposes of treatment by and through a telehealth consultation. This disclosure will also authorize the use of written or recorded information containing the child's personally-identifiable medical information, including recordings of any telemedicine encounter with the child, for training and informational purposes by employees of the School or Hazel Health or Hazel Health Services and the use of personally-identifiable information by Hazel Health for the development and improvement of software, hardware, and related tools designed to improve services provided by medical professionals, administrative staff, contractors and employees of Hazel Health and Hazel Health Services. This consent will also authorize the disclosure of information and records containing or related to the child's personally-identifiable medical information for the purposes of billing commercial and insured healthcare payors, state and/or federal healthcare payors, including but not limited to state Medicaid plans. The purpose of the disclosure is to obtain information and/or remuneration for reimbursable medical services.
2. Your child's ability to receive services outside of the school setting will not be impacted. You may withdraw this consent at any time. The withdrawal will not relieve any public agency of its responsibility to ensure that all required services are provided at no cost to you. You understand that you may choose your provider and you have no obligation to select Hazel Health or Hazel Health Services as a healthcare provider for your child.
3. **NATURE OF TELEHEALTH CONSULTATION.** During the telemedicine consultation, the following may occur:
  - a. Details of your child's medical history, examinations, x-rays, and test will be discussed with other health professionals through the use of a mobile application with real-time, interactive video, audio and telecommunications technology.



- b. Physical examination and behavioral assessment of your child may take place via a remote medical practitioner through the mobile application. Not all conditions can be treated by a telehealth consultation.
  - c. Non-medical personnel including school staff, Hazel Health Services employees and/or translators may be present to aid with language and technical implementation of the consultation.
  - d. Video, audio and/or photo recordings may be taken of the consultation. You consent to the inclusion of this information in your child's medical record.
4. **MEDICAL INFORMATION AND RECORDS.** All existing laws regarding your access to medical information and copies of your medical records apply to this telehealth consultation. Additionally, dissemination, beyond the potential uses listed in this consent, of any patient-identifiable images or information from this telehealth interaction will not occur without your explicit consent except you authorize Hazel Health Services to disclose protected health information about my child to school designees, school nurses, physicians, Hazel Health or other health care providers and payors for treatment and billing purposes. You also authorize Hazel Health to maintain and save your child's medical records consistent with applicable laws and regulations.
5. **CONFIDENTIALITY.** Reasonable and appropriate efforts have been made to eliminate any confidentiality risk associated with the telehealth consultation, and all existing confidentiality protections under federal law apply to information disclosed during this telehealth consultation.
6. **RIGHTS.** You may withhold or withdraw consent to telehealth consultation, to the disclosure of personally identifiable information to any state or federal agency or other third party, or to any other services at any time. You acknowledge that you have been advised of your right to receive a copy of this authorization as signatory to the authorization.
7. **RISK, CONSEQUENCES AND BENEFITS.** I am aware of any potential risk, consequences and benefits of telehealth. I have had an opportunity to ask questions about this information and all of my questions have been answered. I understand the written information provided above. I am choosing to enroll in Hazel Health Services and am not being forced to utilize this program.

## Notice of Privacy Practices - Hazel Health Services Affiliated Covered Entity

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices (the "Notice") describes how Hazel Health, Inc. and School Based Urgent Care Network Inc. d/b/a Hazel Health Services and the members of its Affiliated Covered Entity (collectively "we" or "our") may use and disclose your protected health information to carry out treatment, payment or business operations and for other purposes that are permitted or required by law. An Affiliated Covered Entity is a group of health care providers under common ownership or control that designates itself as a single entity for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). The members of the Hazel Health Services Affiliated Covered Entity will share protected health information with each other for the treatment, payment, and health care operations of the Hazel Health Services Affiliated Covered Entity and as permitted by HIPAA and this Notice of Privacy Practices. For a complete list of the members of the Hazel Health Services Affiliated Covered Entity, please contact the Hazel Health Services Privacy Office.

"Protected health information" or "PHI" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical health or condition, treatment or payment for health care services. This Notice also describes your rights to access and control your protected health information.

### USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION:

Your protected health information may be used and disclosed by our health care providers, our staff, and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to support our business operations, to obtain payment for your care, and any other use authorized or required by law.

### TREATMENT:

We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, your protected health information may be provided to a health care provider to whom you have been referred to ensure the necessary information is accessible to diagnose or treat you.

### PAYMENT:

Your protected health information may be used to bill or obtain payment for your health care services. This may include certain activities that your health insurance plan may undertake before it approves or pays for your services, such as: making a determination of eligibility or coverage for insurance benefits and reviewing services provided to you for medical necessity.

### HEALTH CARE OPERATIONS:

We may use or disclose, as needed, your protected health information in order to support the business activities of this office. These activities include, but are not limited to, improving quality of care, providing information about treatment alternatives or other health-related benefits and services, development or maintaining and supporting computer systems, legal services, and conducting audits and compliance programs, including fraud, waste and abuse investigations.

### USES AND DISCLOSURES THAT DO NOT REQUIRE YOUR AUTHORIZATION

We may use or disclose your protected health information in the following situations without your authorization. These situations include the following uses and disclosures: as required by law; for public health purposes; for health care oversight purposes; for abuse or neglect reporting; pursuant to Food and Drug Administration requirements; in connection with legal proceedings; for law enforcement purposes; to coroners, funeral directors and organ donation agencies; for certain research purposes; for certain criminal activities; for certain military activity and national security purposes; for workers' compensation reporting; relating to certain inmate reporting; and other required uses and disclosures. Under the law, we must make certain disclosures to you upon your request, and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA). State laws may further restrict these disclosures.

This Notice was originally published and effective on October 21, 2019.



**USES AND DISCLOSURES THAT REQUIRE YOUR AUTHORIZATION:**

Other permitted and required uses and disclosures will be made only with your consent, authorization or opportunity to object unless permitted or required by law. Without your authorization, we are expressly prohibited from using or disclosing your protected health information for marketing purposes. We may not sell your protected health information without your authorization. Your protected health information will not be used for fundraising. If you provide us with an authorization for certain uses and disclosures of your information, you may revoke such authorization, at any time, in writing, except to the extent that we have taken an action in reliance on the use or disclosure indicated in the authorization.

**YOUR RIGHTS WITH RESPECT TO YOUR PROTECTED HEALTH INFORMATION:**

You have the right to inspect and copy your protected health information.

You may request access to or an amendment of your protected health information.

You have the right to request a restriction on the use or disclosure of your protected health/personal information. Your request must be in writing and state the specific restriction requested and to whom you want the restriction to apply. We are not required to agree to a restriction that you may request, except if the requested restriction is on a disclosure to a health plan for a payment or health care operations purpose regarding a service that has been paid in full out-of-pocket.

You have the right to request to receive confidential communications from us by alternative means or at an alternate location. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.

You have the right to request an amendment of your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to our statement and we will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures of your protected health information that we have made, paper or electronic, except for certain disclosures which were pursuant to an authorization, for purposes of treatment, payment, healthcare operations (unless the information is maintained in an electronic health record); or for certain other purposes.

You have the right to obtain a paper copy of this Notice, upon request, even if you have previously requested its receipt electronically by e-mail.

**BREACH OF HEALTH INFORMATION:**

We will notify you if a reportable breach of your unsecured protected health information is discovered. Notification will be made to you no later than 60 days from the breach discovery and will include a brief description of how the breach occurred, the protected health information involved and contact information for you to ask questions.

**COMPLAINTS:**

Complaints about this Notice or how we handle your protected health information should be directed to our HIPAA Privacy Officer. If you are not satisfied with the manner in which a complaint is handled you may submit a formal complaint to the Department of Health and Human Services, Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/). We will not retaliate against you for filing a complaint.

We must follow the duties and privacy practices described in this Notice. We will maintain the privacy of your protected health information and to notify affected individuals following a breach of unsecured protected health information. If you have any questions about this Notice, please contact us at (415) 424-4266 and ask to speak with our HIPAA Privacy Officer or e-mail at [privacy@hazel.co](mailto:privacy@hazel.co).

This Business Associate Agreement ("**Agreement**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ the "**Effective Date**", by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "**SBBC**" or "**Covered Entity**"),  
a body corporate and political subdivision of the State of  
Florida, whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**HAZEL HEALTH, INC. AND  
SCHOOL BASED URGENT CARE NETWORK D/B/A HAZEL HEALTH SERVICES**

(hereinafter referred to as "**Business Associate**"),  
whose principal place of business is  
604 Mission Street, Suite 800, San Francisco, CA 94105

**WHEREAS**, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

**WHEREAS**, SBBC and Business Associate may share Protected Health Information ("**PHI**") (as defined below) in the course of their relationship; and

**WHEREAS**, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "**Business Associate Requirements**"); and

**WHEREAS**, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("**PHI**") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

**WHEREAS**, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("**ePHI**").

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE 1 – RECITALS**

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:
  - (a) "**Breach**" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.



- (b) "**Business Associate**" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.
- (c) "**Designated Record Set**" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (d) "**EDI Rule**" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "**Electronic PHF**" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.
- (f) "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996.
- (g) "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (h) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (i) "**Minimum Necessary**" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (j) "**Omnibus Rule**" means the HIPAA Omnibus Rule of 2013.
- (k) "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.
- (l) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (m) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (n) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (o) "**Security Rule**" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.
- (p) "**Unsecured PHF**" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

## **ARTICLE 2 – SPECIAL CONDITIONS**

### **2. Obligations and Activities of Business Associate Regarding PHI.**

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the “Minimum Necessary” rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach
- (f) For the Breach of Unsecured PHI in its possession:
  - 1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
    - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
    - b. The unauthorized person who used the PHI or to whom the disclosure was made;
    - c. Whether the PHI was actually acquired or viewed; and
    - d. The extent to which the risk to the PHI has been mitigated.
  - 2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
  - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.



## ARTICLE 2 – SPECIAL CONDITIONS

- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

## ARTICLE 2 – SPECIAL CONDITIONS

### **3. Permitted Uses and Disclosures of PHI by “Business Associate”.**

- (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

### **4. Obligations of SBBC Regarding PHI.**

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate’s compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate’s compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate’s normal operations.

### **5. Security of Electronic Protected Health Information.**

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of “electronic protected health information” (**as defined in 45 C.F.R. §160.103**) (“ePHI”) on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.



## ARTICLE 2 – SPECIAL CONDITIONS

- (b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

### **6. Compliance with EDI Rule.**

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

### **7. Subsequent Legislative or Regulatory Changes.**

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

### **8. Amendment.**

The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

### **9. Term and Termination.**

- (a) **Term.** This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) **Termination for Convenience.** This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) **Termination for Cause by SBBC.** Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

## ARTICLE 2 – SPECIAL CONDITIONS

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

- (d) ***Effect of Termination.*** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

### **10. Indemnification.**

- (a) **By SBBC:** SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) **By Business Associate:** Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

### **11. No Waiver of Sovereign Immunity.**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.



## ARTICLE 3 – GENERAL CONDITIONS

### **12. No Third Party Beneficiaries.**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

### **13. Non-Discrimination.**

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

### **14. Records.**

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

### **15. Preparation of Agreement.**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **16. Waiver.**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

### **17. Compliance with Laws.**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

### **18. Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

### **19. Assignment.**

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**ARTICLE 3 – GENERAL CONDITIONS**

**20. Force Majeure.**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**21. Place of Performance.**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**22. Notices.**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Marcia Bynoe, Director  
The School Board of Broward County, Florida  
Coordinated Student Health Services  
1400 NW 14 Court  
Ft. Lauderdale, FL 33311

Privacy Officer  
Risk Management Department  
The School Board of Broward County, Florida  
600 S.E. 3<sup>rd</sup> Avenue, 11<sup>th</sup> Floor  
Ft. Lauderdale, FL 33301

To Business Associate: Hazel Health Services, Inc.  
Attn: Josh Golomb, CEO & President  
and School Based Urgent Care Network Inc.  
d/b/a Hazel Health Services

Attn: Rob Darzynkiewicz  
604 Mission Street, Suite 800  
San Francisco, CA 94105



### **ARTICLE 3 – GENERAL CONDITIONS**

**23. Severability.**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**24. Captions.**

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**25. Authority.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**26. No Waiver of Rights, Powers and Remedies.**

The parties agree that each requirement, duty, right and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

**27. Regulatory References.**

A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

**28. Governing Law.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**29. Entire Agreement.**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Hazel Health, Inc. and School Based  
Urgent Care Network d/b/a Hazel Health  
Services  
Date: 2020.07.01 14:50:00 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**FOR BUSINESS ASSOCIATE**

**HAZEL HEALTH, INC.**

[Signature]  
Signature

By: [Signature]  
Josh Golomb, CEO & President

[Signature]  
Witness

[Signature]  
Witness

**The Following Notarization is Required for this Agreement**

STATE OF California

COUNTY OF San Mateo

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this June 30, 2020 (date) by Mariah Alyssa Lopez Notary Public (name of officer or agent, title of officer or agent) of The Upc Store (name of corporation acknowledging), a California (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me (underline) or has produced drivers license (type of identification) as identification and who  did/ did not first take an oath this 30 day of June, 2020.

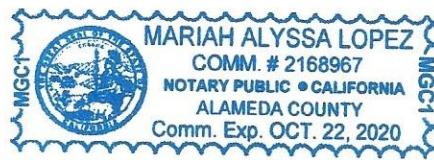
My Commission Expires: 10/22/2020

[Signature]  
Signature – Notary Public

Mariah Alyssa Lopez  
Printed Name of Notary

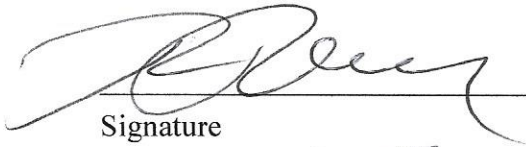
2168967  
Notary's Commission No.

(SEAL)



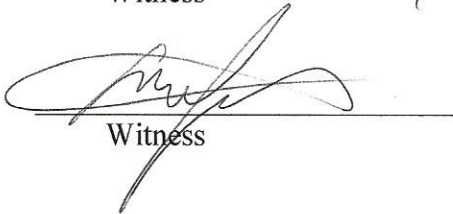
**FOR BUSINESS ASSOCIATE**

School Based Urgent Care Network Inc. d/b/a  
Hazel Health Services

  
Signature

By: ROBERT JOHN DARZYNKIEWICZ  
Title (Print): PRESIDENT

  
Witness


  
Witness

**The Following Notarization is Required for this Agreement**

STATE OF California  
COUNTY OF Nevada

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
~~notarization~~, this 6/29/2020 (date) by Esteban Salcido, Notary (name of officer or agent,  
title of officer or agent) of The Office Boss (name of corporation acknowledging),  
a California (state or place of incorporation) corporation, on behalf of the corporation.  
He/she is  personally known to me (underline) or has produced Drivers license (type of  
identification) as identification and who  did /  did not first take an oath this 29<sup>th</sup> day of  
June, 2020.

My Commission Expires: Nov. 27, 2023

  
Signature – Notary Public

Esteban Salcido  
Printed Name of Notary

2313286  
Notary's Commission No.

(SEAL) **SEE ATTACHED FOR  
NOTARIAL WORDING  
& SEAL**



# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California  
County of Nevada

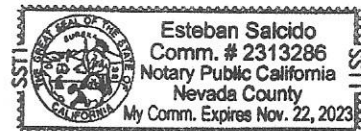
On June 29<sup>th</sup> 2020 before me, Esteban Salcido, Notary Public  
(insert name and title of the officer)

personally appeared Robert John Darzynkiewicz  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT A**

**NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA ABOUT A BREACH OF UNSECURED PROTECTED HEALTH  
INFORMATION**

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (“SBBC”) and HAZEL HEALTH, INC. (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: \_\_\_\_\_

Date or date range of the breach: \_\_\_\_\_

Date of the discovery of the breach: \_\_\_\_\_

Number of individuals affected by the breach: \_\_\_\_\_

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): \_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: \_\_\_\_\_

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: \_\_\_\_\_

Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_